

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO Eleven (11)	3. EFFECTIVE DATE June 25, 2003	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	

FAA, MIKE MONRONEY AERONAUTICAL CENTER
CONTRACT MANAGEMENT TEAM AMQ-340
P O BOX 25082
OKLAHOMA CITY OK 73125-4929

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

WASHINGTON CONSULTING GROUP
4915 AUBURN AVENUE, SUITE 301
BETHESDA, MD 20814-2636

(X)	9A. AMENDMENT OF SOLICITATION NO
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER DTFA-02-01-D-12553
	10B. DATED (SEE ITEM 13) January 30, 2001

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

() The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	Clause H.26, Security Requirements – AMS 3.13-2 (April 1996) and Changes-Fixed Price – AMS 3.10.1-12 (April 1996)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF AMS.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E.	IMPORTANT: Contractor [X] is not, [] is required to sign this document and return [] copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract DTFA-02-01-D-12553 is modified as follows:

See Page 2 for Details of Changes

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTINE T. PARRISH Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY: <i>Christine Parrish</i> (Signature of Contracting Officer)
	16C. DATE SIGNED JUN 25 2003

- I. As a result of increased security at the Federal Aviation Administration, this unilateral contract modification is issued to incorporate the revised security procedures, effective June 25, 2003.

A. Part I, Section H, Special Contract Requirements.

The pages listed below are deleted in their entirety.

Page 14
Page 15 – Modification Four
Page 16 – Modification Four
Page 17 – Modification Eight
Page 18 – Modification Four
Page 29

Pages 14 through 18 and 29 – Modification Eleven, are added.

Clause H.25, Contractor Personnel Suitability Requirements – AMS 3.13-6 (July 2000), is deleted in its entirety and replaced with Clause H.25, Contractor Personnel Suitability Requirements, AMS 3.14-2 (December 2002).

Clause H.44, Foreign Nationals As Contractor Employees (Dec 2002), is added.

A vertical bar in the right hand column of the attached pages indicates the revisions.

B. Part II, Section I – Federal Aviation Administration Contract Clauses.

Page 5 is deleted in its entirety and replaced with Page 5 – Modification Eleven. The clause entitled “Foreign Nationals As Contractor Employees - AMS Clause 3.13-8 (January 2000)” and incorporated by reference is deleted in its entirety.

- II. The total estimated value of the contract remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A (on page 1 of 2), as heretofore changed, remains unchanged and in full force and effect.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in the CLINs, the Contractor will be advised in writing by the Contracting Officer or authorized Contracting Officer's Technical Representative, and access to FAA facilities may be denied for that employee.

H.24 PERFORMANCE OF WORK ON GOVERNMENT PREMISES

Any of the work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all provisions of this contract governing such work and the following:

- (a) All Contractor personnel shall, at all times, conspicuously display a distinctive badge provided by DOT/FAA or the Contractor, identifying such personnel employees of the Contractor, and shall observe such security regulations as are in effect for the particular premises involved.
- (b) The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall hold itself out to be an agent or partner of, or joint venturer with the Government; and that it shall neither supervise, nor accept supervision from Government employees.
- (c) The Contractor shall designate to the Contracting Officer, in writing, an on-the-premises representative to serve as point of contact for the Contractor with the Contracting Officer and Contracting Officer's Technical Representative.
- (d) Performance of work on Government premises shall be confined to the area(s) specified by the Contracting Officer and/or Contracting Officer's Technical Representative.

**H.25 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS – AMS 3.14-2
(DECEMBER 2002) (AS REVISED 7/25/01) Modified CLA.4543**

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the requirements and exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

Position Risk Level

Contract Director – Low Risk

Contract Administrative Assistant – Low Risk

Contract Site Supervisor – Low Risk

Administrative Assistant – Low Risk

Instructor – Low Risk

Remote Pilot Operator – Low Risk

(d) Not later than 30 days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- One single sheet fingerprint card (FD-258). Fingerprinting facilities are available through the SSE, local FAA facility, and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

The Contractor shall submit the required information with a transmittal letter referencing the contract number, as follows:

(1) The Contractor may authorize its employees to hand-deliver his/her security information to their nearest FAA Regional Security Office. The FAA regional security offices will review, accept and process the information on behalf of the FAA MMAC Security Office. The FAA will not reimburse the Contractor for expenses associated with Contractor employees hand-delivering their security information to their regional security office.

(2) The Contractor shall mail all security forms to the FAA MMAC Security Office for those contractor employees that are unable to hand-deliver their information to their regional security office. The Contractor shall not, under any circumstances, mail any security information to the regional security offices for processing. The Contractor shall mail the required information to:

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

Federal Aviation Administration, Mike Monroney Aeronautical Center
Mgr., Investigations and Internal Security Branch, AMC-700
6500 South MacArthur Boulevard
Oklahoma City, OK 73125

(3) The Contractor may request from MMAC Security Office a list of all employees that have been processed and are listed as working under this contract. The Contractor shall ensure that all employees working under this contract, that do not appear on the list provided by the MMAC Security Office, submit the appropriate security information promptly within thirty (30) days of receipt of the aforementioned list.

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:
NONE

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the twentieth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)).

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (C) of this Clause is terminated from performance on the contract.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, Paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(End of clause)

H.26 SECURITY REQUIREMENTS – AMS 3.13-2 (April 1996)

(a) This clause applies to the extent that this contract involves access to information classified 'Confidential,' 'Secret,' or 'Top Secret.'

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the Department Of Defense Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the "Changes" clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

c. The approval of the CSS constitutes acceptance of the work assignment. Therefore, the Contractor will ensure that adequate resources are available, and scheduling or other issues relating to the assignment have been addressed and resolved prior to approval.

The Contractor shall perform no work that has not been specifically tasked through an NTR. Notwithstanding the issuance of an NTR, the Contractor shall not perform any assigned work, which clearly falls outside the scope of the contract. If a question of contractual scope arises, the Contracting Officer will make the final determination.

H.42 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's proposal, dated August 14, 2000, prepared in response to Screening Information Request (SIR) Number DTFA01-00-R-00046, is hereby incorporated by reference into this contract to the extent that the proposal does not otherwise conflict with the requirements, terms and conditions of this contract. The incorporation specifically includes the Contractor's completed Section K certifications.

H.43 REPRESENTATIONS AND CERTIFICATIONS

Representations and certifications executed by the Contractor under Section K herein and included in the Contractor's response to SIR DTFA01-00-R-00046 shall be deemed to be incorporated herein by reference and made a part of the contract.

H.44 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (DEC 2002) CLA.4544

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.14-2 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(b) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

PART II – CONTRACT CLAUSES

SECTION I –FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

MANAGEMENT OF GOVERNMENT PROPERTY IN CONTRACTOR'S POSSESSION – AMS 3.10.3-10 (December 1997)

CONTRACTOR'S MAINTENANCE PROGRAM – AMS 3.10.3-11 (December 1997)

INDEMNIFICATION OF GOVERNMENT PROPERTY – AMS 3.10.3-12 (December 1997)

SEGREGATION OF GOVERNMENT PROPERTY – AMS 3.10.3-13 (December 1997)

INVENTORIES – AMS 3.10.3-14 (December 1997)

DISPOSITION OF GOVERNMENT PROPERTY – AMS 3.10.3-15 (December 1997)

GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM – AMS 3.10.4-19 (August 1997)

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) – AMS 3.10.6-1 (October 1996)

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) – AMS 3.10.6-4 (October 1996)

EXCUSABLE DELAYS – AMS 3.10.6-7 (October 1996)

PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER – AMS 3.13-3 (April 1996)

SEAT BELT USE BY CONTRACTOR EMPLOYEES – AMS 3.13-5 (January 1999)

~~**FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES – AMS 3.13-8 (January 2000)**~~ DELETE

L.1 ORDER OF PRECEDENCE – AMS 3.2.2.3-33 (January 1999)

Any inconsistency in this screening information request (SIR) or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; (e) the specifications; and (f) the drawings.